



THE OLD MISSION PROMISE

OLD MISSION WINDOWS SUPPLEMENTAL LIMITED LIFETIME WARRANTY

IMPORTANT NOTICE: Read this entire Old Mission Windows Supplemental Limited Lifetime Warranty and Limitation of Liability (“Limited Lifetime Warranty”), including Coverage Limitations and Disclaimers, before purchasing, installing or using Your Old Mission Windows Product. Before installing or using Your Old Mission Windows Product, please read all applicable manufacturer’s manual(s) for the required installation, care and maintenance of Your Old Mission Windows Product. Old Mission Enterprises, Inc., d/b/a Old Mission Windows (hereafter “Old Mission Windows”) is not responsible for any loss or damage resulting from the use of Your Old Mission Windows Product inconsistent with the instructions or information set forth in the Owner’s Manual, Manufacturer’s Warranty, or this Supplemental Limited Lifetime Warranty. By purchasing, installing or using Your Old Mission Windows Product, You are acknowledging that this Supplemental Limited Lifetime Warranty is part of the terms of sale.

A. Supplemental Nature of Warranty

Old Mission Windows is proud to offer for sale window and door products from various manufacturers. These products may come with a warranty to You from the manufacturer (the “Manufacturer’s Warranty”). In the event a Manufacturer’s Warranty exists for the product You purchased through Old Mission Windows, the following conditions apply:

- 1) This Limited Lifetime Warranty is not intended to precede, supersede, lessen or replace any current coverages available to You under a Manufacturer’s Warranty.
- 2) Where repair to a defect is available to You under a Manufacturer’s Warranty, You will be provided repair via the Manufacturer’s Warranty. Where repair to a defect is unavailable to You under the Manufacturer’s Warranty, but is available under this Limited Lifetime Warranty, this Limited Lifetime Warranty will control.
- 3) If repair to a defect is available to You under a Manufacturer’s Warranty but the manufacturer refuses to make the repair via Old Mission Windows, you must first seek to have the defect repaired under the Manufacturer’s Warranty before Old Mission Windows is obligated under this Limited Lifetime Warranty.

- 4) Any condition which would void the Manufacturer's Warranty will also void this Limited Lifetime Warranty, except that the time expiration of a Manufacturer's Warranty shall not void this Limited Lifetime Warranty.
- 5) During the lifetime of the Manufacturer's Warranty, any choice of law provision, agreement to arbitrate, venue, and exclusive jurisdiction provisions will also control this Limited Lifetime Warranty, notwithstanding any such provisions within this Limited Lifetime Warranty.

B. Limitation of Liability and Disclaimer of Implied Warranties

This Limited Lifetime Warranty sets forth the maximum liability for our products. **IN NO EVENT (INCLUDING WHERE NO ACTION IS REQUIRED OF OLD MISSION WINDOWS UNDER THIS LIMITED LIFETIME WARRANTY) SHALL OLD MISSION WINDOWS, ITS SUBSIDIARIES OR SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES RESULTING FROM THE SALE, INSTALLATION OR USE OF ANY OLD MISSION WINDOWS PRODUCT.** "Seller" is defined to include the party Your Old Mission Windows Product was purchased from and the distributor of Your Old Mission Windows Product. Some states do not allow the exclusion or limitation of incidental or consequential damages for consumers, so the above limitation or exclusion may not apply to You.

This Limited Lifetime Warranty for Your Old Mission Windows Product is the only warranty, written or oral, provided by Old Mission Windows for Your Old Mission Windows Product. **OLD MISSION WINDOWS DOES NOT MAKE ANY OTHER WARRANTIES REGARDING YOUR OLD MISSION WINDOWS PRODUCT, AND OLD MISSION WINDOWS DISCLAIMS OR EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.** This disclaimer of implied warranties may be limited or ineffective if You are a consumer, as that term is defined by the Magnuson Moss Act, 15 U.S.C. § 2301, in which case the duration of any implied warranties is limited to the earlier of either the applicable statute of limitation or repose, and in no case will any implied warranty extend beyond the term of the express Limited Warranty for the products in question.

c. Arbitration and Class Action Waiver ("Arbitration Agreement")

YOU AND OLD MISSION WINDOWS AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR OLD MISSION WINDOWS PRODUCTS (INCLUDES OLD MISSION WINDOWS GOODS AND OLD MISSION WINDOWS SERVICES) AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES. Arbitration shall be conducted via the American Arbitration Association using a single arbitrator, and shall take place in Grand Traverse County, Michigan.

d. Covered Parties and Products

This Limited Lifetime Warranty applies to the original purchaser and all subsequent owners as outlined in this Warranty (original purchaser and subsequent owners referred to as "You" or "Your"). This Limited Lifetime Warranty applies with equal force to multiple purchasers, including spouses, and the term "You" and "Your" is both singular and plural as the case may be. This Limited Lifetime Warranty applies to Old Mission Windows Products purchased on or after July 8, 2019 and installed within the United States.

This Limited Lifetime Warranty applies only to Old Mission Windows Products installed and used in owner-occupied single-family residences. The Limited Lifetime Warranty provides no coverage whatsoever to Old Mission Windows Products installed or used in Commercial settings. Commercial is defined as other than Owner-Occupied Single-Family Residence. For example, Commercial includes a Nonowner-Occupied Single-Family Residence such as a rental property

E. Limited Warranties, Warranty Coverage Limitations, Transferability, Shipping Charges and Notice

Limited Warranties

If You provide Old Mission Windows notice of a defect in materials or workmanship that significantly impairs the operation and function in Your Old Mission Windows Product in compliance with the claim notification timeline and within the timeframe specified in the tables below that starts from the date of delivery to the original purchaser, Old Mission Windows shall, at its sole option: 1) repair or replace the defective part(s) or product(s) (with cost of labor included only within the timeframe defined for the “Labor Coverage”) or 2) refund the original purchase price. Repairs or replacements will be the closest equivalent current product or component and may not exactly match the original. Normal wear and fading are not covered, with additional clarification provided in the Warranty Coverage Limitations.

Owner-Occupied Single-Family Residence	Warranty for Original Purchaser	Transferability
Old Mission Windows Product — Basic Coverage (includes coverage for wood deterioration and exterior aluminum cladding paint crack or peel in nonseacoast ¹ environments)	Limited Lifetime ² Warranty (2605 finish only)	Nontransferable ³
Old Mission Windows Product — Nonlaminated Glass (IG) Coverage	Limited Lifetime ² Warranty	Nontransferable ³
Old Mission Windows Product — Warranty Coverage Limitations	See Warranty Coverage Limitations	
Labor Coverage (for repair or replacement)	Two-Year (2-Year) Limited Warranty	Transferable

Warranty Coverage Limitations (Applies to Both Owner-Occupied Single-Family Residence and Commercial)

Old Mission Windows Product – General Warranty Coverage

Features	Description	Warranty for Original Purchaser
Hardware	Defect	Refer to original manufacturer’s warranty.
Laminated Glass (includes Impact)	Defect	Refer to original manufacturer’s warranty.
Retractable Screen	Defect	Refer to original manufacturer’s warranty.
Interior Factory Finish	Crack or Peel or Chalk or Fade	Refer to original manufacturer’s warranty.

¹ Seacoast is defined as within two (2) miles from a coastal seashore.

² Limited Lifetime is for as long as the original purchaser of the Old Mission Windows Product owns and occupies the home into which the Old Mission Windows Product is installed.

³ Nontransferable portions of the Limited Warranty shall only apply to, and may only be claimed by, the original purchaser.

Old Mission Windows Product – Cladding Finish Warranty Coverage Limitations

Exterior Cladding Finish	Description	Warranty for Original Purchaser
Polyester Paint	Chalk, Fade, Corrosion, Crack, or Peel	Refer to original manufacturer’s warranty.
70% Fluoropolymer	Chalk, Fade, Corrosion, Crack, or Peel	
Anodized	Chalk, Fade, Corrosion, Crack, or Peel	Refer to original manufacturer’s warranty.
Mica	Chalk, Fade, Corrosion, Crack, or Peel	Refer to original manufacturer’s warranty.
K-Kron II	Chalk, Fade, Corrosion, Crack, or Peel	Refer to original manufacturer’s warranty.
Painted Vinyl	Chalk, Fade, Corrosion, Crack, or Peel	Refer to original manufacturer’s warranty.
Acrylic Film	Chalk, Fade, Corrosion, Crack, or Peel	
Non-2605 finishes	Chalk, Fade, Corrosion, Crack, or Peel	Refer to original manufacturer’s warranty.

Transferability to Subsequent Owners (Applies to Both Owner-Occupied Single-Family Residence and Commercial)

For subsequent owners (or at which time an original purchaser ceases to occupy a home into which Your Old Mission Windows Product is installed):

- the Nontransferable Limited Lifetime Warranty and the Nontransferable Twenty-Year (20-Year) Limited Lifetime Warranty are automatically replaced with a Transferable Ten-Year (10-Year) Limited Lifetime Warranty. The Ten-Year (10-Year) Limited Warranty period starts from the date of delivery of Your Old Mission Windows Product to the original purchaser.
- all Transferable Limited Lifetime Warranty coverages are transferred to subsequent owners, and the timeframe of the respective warranty coverage (either two [2] years or ten [10] years) starts from the date of delivery of Your Old Mission Windows Product to the original purchaser.

For example, if a subsequent owner has ownership of Your Old Mission Windows Product beyond ten (10) years from the date of sale of the Old Mission Windows Product to the original purchaser, there is no remaining warranty coverage for the subsequent owner.

Shipping Charges

This Limited Lifetime Warranty does not cover any shipping charges. You should refer to the original Manufacturer’s Warranty for shipping coverages, if any.

Notice of Defect

You must notify Old Mission Windows within the Limited Lifetime Warranty period for Your Old Mission Windows Product. Your notice must also be within ninety (90) days after any defect covered by this Limited Lifetime Warranty is discovered by You. Any claims received outside the Limited Lifetime Warranty period or the ninety (90) days from defect discovery shall be barred..

F. Conditions Applicable to All Sales of Old Mission Windows Product Limitation of Warranty

Failure to comply with the manufacturers' installation and maintenance instructions voids all warranties unless it is clearly established by the purchaser or user of the product that the defect or failure is unrelated to such noncompliance. This Limited Lifetime Warranty does not extend to the use of Old Mission Windows Product under abnormal conditions, conditions that exceed the stated performance parameters of the product as provided on any manufacturer's product labeling or manual, or under conditions not reasonably foreseeable to, or beyond the control of, Old Mission Windows. Purchaser and User assume all risk of any such use.

Allocation of Risks of Old Mission Windows Product Performance

Because all construction must anticipate some water infiltration, it is important that the wall system be designed and constructed to properly manage moisture. Old Mission Windows is not responsible for claims or damages caused by anticipated or unanticipated water infiltration; deficiencies in building design, construction and maintenance; failure to install Old Mission Windows Product in accordance with Old Mission Windows manufacturer's installation instructions; or the use of Old Mission Windows Product in barrier wall systems, which do not allow for proper management of moisture within the wall system (see the following). The determination of the suitability of all building components, including the use of Old Mission Windows Product, as well as the design and installation of flashing and sealing systems, is the responsibility of Purchaser or User, the architect, contractor, installer or other construction professional and is not the responsibility of Old Mission Windows. All risks related to building design and construction, or the maintenance, installation and use of Old Mission Windows Product shall be assumed by Purchaser and/or User.

IMPORTANT NOTICE: Old Mission Windows Product should not be used in barrier wall systems which do not allow for proper management of moisture within the wall systems, such as Exterior Insulation Finish Systems (EIFS) (also known as synthetic stucco) or similar systems. Except in the states of California, New Mexico, Arizona, Nevada, Utah and Colorado, Old Mission Windows makes no warranty of any kind on, and assumes no responsibility for, Old Mission Windows products installed in barrier wall systems. In the states listed above, the installation of Old Mission Windows Product in EIFS or similar barrier systems must be in accordance with manufacturer's instructions for that type of construction.

Limitation of Remedy

THE EXCLUSIVE REMEDY OF THE PURCHASER OR USER, AND THE SOLE LIABILITY OF OLD MISSION WINDOWS, ITS SUBSIDIARIES AND SELLER FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE SALE, INSTALLATION OR USE OF THESE PRODUCTS, SHALL BE, AT THE OPTION OF OLD MISSION WINDOWS, THE REPAIR OR REPLACEMENT OF THE PRODUCT OR COMPONENT OR THE RETURN OF THE ORIGINAL PURCHASE PRICE OF THE PRODUCT, AS PROVIDED HEREIN. IN NO EVENT SHALL THE LIABILITY OF OLD MISSION WINDOWS OR SELLER EXCEED THE PRICE PAID FOR THE PRODUCT. Replacement products or components shall be a reasonably similar current product and may not exactly match the original. Even where Old Mission Windows chooses to repair or replace a product or component, the costs covered by this warranty do not include any labor, shipping, or material costs associated with finishing space surrounding or adjacent to the repaired or replaced product, including furnishing any trim or other carpentry work. Replacement product provided pursuant to this Limited Lifetime Warranty shall be subject to the applicable Old Mission Windows product Limited Lifetime Warranty only for the remainder of the original warranty period on the product being replaced. If Old Mission Windows or Seller provides any of the remedies identified in the Limited Warranties above (i.e., repair, replacement of product or component, or refund of the purchase price), then Purchaser and/or User agree that this limitation of remedy shall not have failed of its essential purpose.

G. WHAT THIS LIMITED LIFETIME WARRANTY DOES NOT COVER

This Limited Lifetime Warranty makes no warranty whatsoever covering any of the following items: interior doors, pocket doors, PGT Systems, hardware unless otherwise specified, clearance/closeout sales, vinyl painted finishes, and/or all automated products (awning operators, skylights, blinds, phantom roll screens).

The following are not considered defects in materials or workmanship under this Limited Lifetime Warranty, and Old Mission Windows is not responsible for or makes no warranty as to:

1) Product failure, loss or damage due to:

- Normal wear and fading.
- Damage caused by inappropriate finishes, solvents, brickwash or cleaning chemicals.
- Structural settlement, movement or vibration.
- Improper storage, handling, installation, finishing, use, modification or maintenance.
- Acts of God.
- Accidents, including glass breakage not the fault of Old Mission Windows, misuse, abuse, alterations, improper handling, operation or cleaning.
- Repairs or modifications performed by anyone other than Old Mission Windows (or one of its subcontractors).
- Application of after-market window films to glass surfaces.
- Mechanical abrasion to finishes.
- Nonfactory-applied finishes, applied sealants or caulking. Finishes applied by You or the user, a local contractor, and finishes of non-Old Mission Windows Manufacturer's products are not covered by this warranty.
- Damage caused by failing to finish the products in a timely manner to protect them from UV rays and the elements.
- Wood windows and doors with unfinished exteriors: not finished according to manufacturer's specifications and warranty, not being properly finished upon receipt, not refinished annually, finished prior to installation, and/or otherwise not in accordance with manufacturer's instructions.
- The purchaser's choice of finish, or whether the chosen finish is a match to other or existing finishes.
- Product or finishes exposed to excessive localized heat, high moisture environments (including pools, hot tubs and greenhouses) or water leakage.
- Interior prime finish.
- Finish failure or any other losses arising from defects in the existing structure.
- Salt spray.
- Any breaches, such as scratches, chips or abrasions in the finish that have not been repaired immediately.
- Acid rain or other corrosive elements.
- Damage caused by high in-home humidity (condensation, frost and mold).
 - Products subjected to conditions outside product design limitations.
 - Improperly installed security systems.
 - Products with modifications that are not approved by Old Mission Windows, including the painting of vinyl or fiberglass windows or the application of third-party films on glass.
 - Hardware finishes.
 - Ripping, tearing or other damage not the fault of Old Mission Windows to window screens associated with wear and tear through product use.
 - Insects.
 - Finishing or modifying the structure containing the repaired or replaced product.
- The purchase, damage, repair or replacement of non-Old Mission Windows products.
- Products that have not been paid for in full.

2) Minor imperfections in the product:

- Minor imperfections in glass that do not affect the product's structural integrity or significantly obscure vision.
- Minor variations in glass color.
- Variations in wood grain, color, texture or natural characteristics.
- Variations in anodized finish color and microcracking also known as crazing.

3) Installation inconsistent with Old Mission Windows Manufacturer's Installation Instructions:

- Damage resulting in whole or in part from installation inconsistent with Old Mission Windows manufacturer installation instructions.
- Altered or reinstalled products.
- Products used in nonvertical glazing applications.
- Combinations not built by Old Mission Windows or not built in accordance with Old Mission Windows manufacturer's recommendations for mulling and combining Old Mission Windows Products.

Argon

Certain manufacturer's windows contain Low-E insulating glass with argon injected at the time of manufacturing. No warranty is made as to the amount or percentage of argon present in the insulating glass. It is known that argon within insulating glass dissipates over time. Old Mission Windows makes no warranty regarding the rate of dissipation of argon or the amount of argon remaining in the window at any time after manufacture.

Claim Procedure

Claims may be made by writing to **Old Mission Windows, Customer Service Department, 395 Hughes Drive, Traverse City, MI, 49696**, or by calling Customer Service Department at 231-947-2120.

No Statement of Useful Life

This Limited Lifetime Warranty is not a statement of the useful life of any Old Mission Windows products, but a warranty to repair, replace or refund as described by this Limited Lifetime Warranty.

No Waiver

Old Mission Windows may, in its discretion, extend benefits beyond what is covered under this Limited Lifetime Warranty. Any such extension shall apply only to the specific instance in which it is granted, and it shall not constitute a waiver of Old Mission Windows's right to strictly enforce this Limited Lifetime Warranty in any or all other circumstances.

No Modifications

By purchasing, installing or using the product covered by this Limited Lifetime Warranty, You agree that You are not relying on any statements made by anyone, written or oral, that are contrary or in addition to this Limited Lifetime Warranty. This Limited Lifetime Warranty may only be modified by written agreement signed by a duly authorized representative of Old Mission Windows.